

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION**

Shanna Zareski, individually, as executor and as)
Personal Representative of the Estate of Michael)
Zareski, deceased; Dawn Stelling, individually, as)
executor and as Personal Representative of the)
Estate of Robert Stelling, deceased; and Joshua)
Reikes, individually,)

Plaintiffs;

vs.

Champion Aerospace LLC,

Defendant.

CASE NO.: 8:20-cv-04236-JD

**PETITION FOR SETTLEMENT
APPROVAL**

The Petitioner, Plaintiff Dawn Stelling ("Petitioner"), shows unto the Court as follows:

1. That the Petitioner is the duly appointed and acting executor and Personal Representative for the Estate of Robert Stelling (the "Deceased"), which is currently pending before the Surrogate's Court of the State of New York, Suffolk County.

2. That this Petition is presented for the approval of the settlement of a wrongful death claim and action against Champion Aerospace LLC and for the approval of the settlement of all claims and actions based upon any causes of action against Champion Aerospace LLC, which survived the Deceased's death.

3. That on or about December 9, 2017, Robert Stelling was a passenger aboard a Beech A36 Bonanza airplane, registration number N248SB ("the subject aircraft"), which suffered a complete engine failure and was forced to make an emergency landing shortly after taking off from the Montgomery-Gibbs Executive Airport in San Diego, California. The subject aircraft impacted a house and a significant post-crash fire ensued. While the pilot and Plaintiff Dawn Stelling were able to escape the subject aircraft, Robert Stelling and another passenger, Michael Zareski, did not escape

and died in the fire. The subject aircraft's engine was equipped with two Slick model 6310 magnetos manufactured by Champion Aerospace LLC.

4. That the Deceased died testate, naming his wife, Dawn Stelling, as his executor and only lawful heir. The Deceased was also survived by his and Dawn Stelling's three children, Shawn Stelling (aged 20), Ryan Stelling (aged 17) and Summer Stelling (aged 16).

5. That it is the Petitioner's claim that the death of the Deceased was a direct result of the negligence of Champion Aerospace LLC with respect to the design and manufacture of the magnetos in question and that a claim and cause of action against Champion Aerospace LLC for the wrongful death of the Deceased has arisen under S.C. Code Ann. Section 15-51-10 (1976) and other laws of this State and/or California, and that the Deceased suffered conscious pain and suffering and that a claim and cause of action therefore against Champion Aerospace LLC, has arisen under S.C. Code Ann. Section 15-5-90 (1976) and other laws of this State.

6. That the Petitioner also claims that her own personal injuries and emotional distress as a passenger in this same accident were also suffered as a direct result of the negligence of Champion Aerospace LLC with respect to the design and manufacture of the magnetos in question.

7. The amount of insurance available to pay for damages in this matter, as disclosed by Defendant, is Seven Hundred and Fifty Million (\$750,000,000.00) Dollars.

8. That representatives of Champion Aerospace LLC, Pacific Continental Engines, Inc.,¹ and/or their insurers have offered to pay the sum of Four Million Five Hundred Thousand and 00/100 (\$4,500,000.00) Dollars to settle all claims by Plaintiff Dawn Stelling against Champion Aerospace LLC and Pacific Continental Engines, Inc. This includes One Million Five Hundred

¹ Pacific Continental Engines, Inc. ("PCE") is a defendant in a pending related litigation in the Superior Court of California, County of Los Angeles. A global settlement was reached wherein Champion Aerospace, PCE and/or its insurers agreed to a certain settlement amount in exchange for dismissal of all claims against both defendants in all jurisdictions.

Thousand and 00/100 (\$1,500,000.00) Dollars to Plaintiff Dawn Stelling for her personal injuries and emotional distress, and Three Million and 00/100 (\$3,000,000.00) Dollars to Plaintiff Dawn Stelling as Personal Representative of the Estate of the Deceased for a full and complete release of said Champion Aerospace LLC, Pacific Continental Engines, Inc., their agents, servants, employees, heirs, personal representatives, successors and assigns from any and all possible liability, past, present or prospective that has or might arise out of the accident in question insofar as the Deceased and the Estate are concerned for any claims or causes of action on behalf of the beneficiaries of said claims or causes of action for the alleged wrongful death of the Deceased, including such damages as pecuniary loss, mental shock and suffering, wounded feelings, grief and sorrow, loss of companionship, and deprivation of the use and comfort of the deceased's society and all other elements of damage which are or might be included in an action for wrongful death, and also including any claims or causes of action for conscious pain and suffering, and such other elements of damage sustained by the Deceased and survive the Deceased's death.

9. That it is agreed in connection with the proposed settlement of claims for the death of Deceased, that the sum of zero and 00/100 (\$0.00) Dollars be allocated for the claims that survive the death of the Deceased and that the sum of Three Million and 00/100 (\$3,000,000.00) Dollars be allocated to the wrongful death claims. As this accident occurred in California, the laws of California will almost certainly apply to the measure of damages in this case, including California's wrongful death and survival statutes, Cal. Civ. P. Code section 377.60, et seq., and 377.10, 377.20 and 377.30 et seq., respectfully. The aforementioned California statutes explicitly do not recognize a claim for conscious pain and suffering. Accordingly, no settlement funds are being allocated to the survival claims in this case.

10. That I am satisfied with the services of my attorneys, Kreindler & Kreindler LLP, the

Freyberg Law Group, and Chappell, Smith and Arden, P.A., in the handling of this case, and they are entitled to a total of Nine Hundred and Twenty-five Thousand (\$925,000.00) Dollars for their attorney's fees from the wrongful death recovery. Counsel are not seeking costs or expenses from the wrongful death recovery.

11. That in addition to the aforementioned attorney's fees and costs, the Petitioner would propose the balance of the wrongful death settlement proceeds be disbursed by the Personal Representative to the wrongful death beneficiaries as follows:

- a. One Million Four Hundred Thousand and 00/100 (\$1,400,000.00) Dollars to Plaintiff Dawn Stelling;
- b. Two Hundred and Twenty-five Thousand and 00/100 (\$225,000.00) Dollars to Shawn Stelling;
- c. Two Hundred and Twenty-five Thousand and 00/100 (\$225,000.00) Dollars to Ryan Stelling; and
- d. Two Hundred and Twenty-five Thousand and 00/100 (\$225,000.00) Dollars to Summer Stelling.

12. That wrongful death beneficiaries Ryan Stelling and Summer Stelling are minors and their mother, Dawn Stelling, was appointed their guardian ad litem by the Superior Court of California for the County of Los Angeles for the purpose of pursuing these claims. Pending before the Superior Court are motions to approve the compromise of the minor's claims in regards to the above recoveries by Ryan and Summer. The amounts allocated to each of the minor will most likely assist each of these minors pay for their college educations and will be deposited in Uniform Transfers to Minors Act accounts for each minor, with their mother, Petitioner Dawn Stelling, as custodian of the accounts, until they reach the age of majority.

13. That there are no creditors' claims to the Deceased's estate in the Surrogate's Court of the State of New York, Suffolk County.

14. That it is stipulated by and between the parties that the effecting of the proposed settlement will not constitute an admission, an acknowledgment of liability or responsibility, or be evidence of liability on the part of Champion Aerospace LLC or Pacific Continental Engines, Inc.

15. That upon careful and prolonged consideration of the merits of the claims and causes of action referred to and all of the surrounding factors and circumstances, after two days of mediation with Lawrence Pollack of JAMS, with the uncertainties of litigation and upon advice of Legal Counsel, the Petitioner is of the opinion that it is in the best interests of the Deceased's Estate and the beneficiaries of said claims and causes of action that the offer be accepted and that all possible claims and actions arising as a result of the injuries to and the death of the Deceased, insofar as they may be made against Champion Aerospace LLC and Pacific Continental Engines, Inc., be compromised and released and that the Petitioner be authorized to execute a complete release of all possible liability and all elements of damage, whether past, present or prospective, including all funeral and other expenses arising out of the death of the Deceased and the injuries and damages sustained by the Deceased under the aforementioned statutory provisions and any and all other laws of this State insofar as the parties mentioned herein are concerned.

WHEREFORE, your Petitioner prays that this Court approve the settlement hereinabove set out and order the same to be put into effect, and to approve that Petitioner may execute a mutually agreeable Release on behalf of the Deceased's Estate to resolve these claims.

DONE at Southampton, New York, this the 5 day of May 2021.

Dawn D. Stelling
Dawn Stelling, as executor and Personal
Representative of the Estate of Robert Stelling

STATE OF NEW YORK

COUNTY OF Suffolk

VERIFICATION

PERSONALLY appeared DAWN STELLING, executor and Personal Representative for the Estate of Robert Stelling, who, after being duly sworn, deposes and say that she is the Petitioner in the within proceeding, that she has read and executed the foregoing Petition and knows the contents thereof to be true and correct to the best of her knowledge, information and belief.

Dawn D. Stelling
Dawn Stelling, as executor and Personal Representative of the Estate of Robert Stelling

SWORN to before me this
5 day of May, 2021

Dennis E. Rosko
Notary Public for
My Commission expires: 3/30/2023

DENISE E. ROSKO
Notary Public for the State of New York
Qualified in Suffolk County 2023
Commission Expires March 30, 2023

ATTORNEY'S CERTIFICATE

I ATTEST, as Legal Counsel for Dawn Stelling, executor and Personal Representative for the Estate of Robert Stelling, that I am of the opinion that the settlement in this matter is fair and reasonable and in the best interests of the statutory beneficiaries and the estate of the decedent.

Dated: May 5, 2021

Justin T. Green
Justin T. Green
Counsel for the Petitioner